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*Attorneys for Plaintiff Faye Guenther*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON  
AT SPOKANE

FAYE IRENE GUENTHER, an  
individual,

Plaintiff,

v.

JOSEPH H. EMMONS, individually,  
and OSPREY FIELD CONSULTING  
LLC, a limited liability company,

Defendants.

No. 2:22-cv-00272-TOR

**DECLARATION OF TODD  
CROSBY IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT**

1 I, Todd Crosby, hereby declare and state as follows:

2 1. I am over the age of 18 and make this declaration of my own personal  
3 knowledge and am competent to testify as to the matters herein.

4 2. I am currently an Assistant to the Presidents of two United Food and  
5 Commercial Workers (UFCW) local unions: Local 3000 (in Washington) and 770  
6 (in Los Angeles).

7 3. I started those positions after resigning in December 2022 from the  
8 UFCW International Union (International or IU).

9 4. Before my resignation, IU President Marc Perrone had appointed me  
10 the IU Organizing Director in 2019. I served in that role from 2019 through 2021.

11 5. In January 2022, IU President Perrone assigned me to be the temporary,  
12 acting Regional Director of Region 7 while still holding the title and pay of  
13 International Director of Organizing. The IU has seven U.S.-based regions. Region 7  
14 covers the Pacific Northwest and parts of the Mountain West. As Regional Director,  
15 my responsibilities included assisting and overseeing contract negotiations,  
16 reviewing strike sanction requests, assisting and running organizing programs,  
17 recommending financial assistance and overseeing mergers of local unions, among  
18 other duties.

1           6.     Before my appointment as IU Organizing Director in 2019, I served as  
2 President of Local 21 from April 2015 to April 2019. Prior to my role as President, I  
3 held various other leadership positions at the local since 1995.

4           7.     From those positions, I became very familiar with mergers involving  
5 UFCW local unions, and mergers involving UFCW Local 21 in particular.

6           8.     Local 21 was formed as a result of a series of seven mergers. The largest  
7 of those occurred in 2005 and resulted in the change in affiliate number to “21” and  
8 the creation of Local 21.

9           9.     The merger in October of 2005, between what was then Local 1001 and  
10 Local 1105, was a relatively high turnout affair compared to other merger votes. At  
11 the time, the two local unions had approximately 30,000 members between them. I  
12 don’t recall the exact turnout nearly 20 years later but I do remember the number of  
13 votes as a percentage of membership was higher than previous mergers between  
14 Local 1001 and Locals 381 and Garment Workers Local 500.

15          10.    Ever since the 2005 merger between Local 1001 and 1105, mergers  
16 involving Local 21 have usually been increasingly low turnout affairs. From my  
17 experience as a local union president, I understand that most members have  
18 experienced the positive power of a larger union achieved through successful  
19 mergers: they combine resources and strength to bargain with employers. As such,  
20 most Local 21 members do not feel the need to attend a special meeting to vote on

1 these matters. They are “no-brainers” and the few active members who show up at  
2 every union meeting tend to vote in favor of a merger.

3 11. Consistent with that trend, the merger in 2022 between Local 21 and  
4 Local 1439 was also a low-turnout affair both on Local 21’s side and on Local 1439’s  
5 side. I know this because, as then-acting Regional Director of Region 7, both local  
6 unions reported the vote tallies to me per the administrative rules of the UFCW  
7 International Union.

8 12. My job was to make sure that both Local Unions followed the requisite  
9 procedures: among other things, they provided the proper notice to members,  
10 convened membership meetings at which members could vote, conducted the  
11 meetings appropriately, and the votes were tallied correctly.

12 13. Although I did not have any official responsibility as Acting Regional  
13 Director for monitoring merger-related campaigning, as someone with a longtime  
14 interest in Local 21 affairs, former coworkers would sometimes send me updates or  
15 highlights.

16 14. I do not recall any public campaigning by either Local 21 or Local 1439  
17 with respect to the 2022 merger into Local 3000. In particular, I do not recall seeing  
18 any mass mailings, email blasts, text message blasts, or social media posts  
19 advocating for or against the merger. If any such dialogue happened about the  
20 merger, it did not rise to the level that it caught my notice. My job was to ensure the

1 two locals followed the UFCW International rules for merging. Conducting a  
2 campaign, if any, for membership votes is the local union's job. And, given my role  
3 as Acting Regional Director, if there had been a heated public debate about the  
4 merger among affected members, I believe I would have noticed it.

5 15. At UFCW, the tradition is that the International President appoints local  
6 union presidents or high ranking International Union staff to be International Vice  
7 Presidents (IVPs). The current International President has a rule that local union  
8 presidents must have been elected by their local union membership before being  
9 appointed as an IVP. That position carries with it both financial and non-financial  
10 benefits.

11 16. Financially, IVPs earn a stipend of approximately \$20,000 per year.  
12 They also may receive travel and other benefits associated with their work for the IU.

13 17. In addition to those financial benefits, IVPs are usually treated with a  
14 certain prestige by other leaders, staff, and members within the UFCW family. The  
15 position, after all, brings them closer to the centers of power at the IU.

16 18. Marc Perrone has served as International President since around  
17 December 2014.

18 19. President Perrone, for example, appointed me to become an IVP in  
19 February 2016, about a year after I had become President of Local 21. My  
20 appointment as IVP within a year of assuming office was faster than usual. That is

1 because Local 21 was far and away the largest local union in the U.S. for the UFCW  
2 and therefore contributed to the faster appointment as an IVP.

3 20. Faye Guenther became President of Local 21 after I left the Local to  
4 become Organizing Director of the IU.

5 21. Local 21—which is now Local 3000—is still the largest UFCW local  
6 union in the United States. Yet, President Perrone has not appointed President  
7 Guenther to an IVP position.

8 22. Based on my personal experience and dealings with President Perrone,  
9 I believe that the flyers circulated in December 2021 and January 2022, which  
10 accused President Guenther of covering up sexual harassment (among other things),  
11 contributed to President Perrone’s belief that Guenther is a controversial figure and  
12 his decision not to appoint President Guenther to an IVP position.

13 23. In fact, I heard President Perrone say, with reference to those flyers and  
14 President Guenther’s reaction to them, that there’s “a lot of smoke surrounding that  
15 situation.” I understood his comment to mean that Faye was too controversial for his  
16 comfort to be appointed as an IVP.

17 //

18  
19 //

1 I declare under penalty of perjury under the laws of the United States that the  
2 foregoing statements are true and correct.

3 Executed on this 13 day of September, 2024.

4  
5 

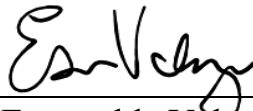
6 Todd Crosby

## DECLARATION OF SERVICE

I hereby certify that on the date noted below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

PARTY/COUNSEL	DELIVERY INSTRUCTIONS
Ambika Kumar Sara A. Fairchild Davis Wright Tremaine LLP 920 Fifth Ave., Ste. 3300 Seattle, WA 98104 ambikakumar@dwt.com sarafairchild@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service
John A. DiLorenzo Davis Wright Tremaine LLP 560 SW 10th Ave., Ste. 700 Portland, OR 97205 johndilorenzo@dwt.com	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> E-Service

DATED this 27th day of September, 2024 at Seattle, Washington.

By:   
Esmeralda Valenzuela, Paralegal

DECLARATION OF SERVICE  
Case No. 2:22-cv-00272-TOR

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